

rates and billing option will apply for one year from the service effective date for each local service area(s). After one year, SWBT may change the rates upon one hundred twenty (120) days' notice.

VI. MUTUALITY

LSP agrees that to the extent it offers the type of services covered by this Appendix to any company, LSP will provide such services to SWBT under terms and conditions comparable to the terms and conditions contained in this Appendix, should SWBT request such services.

VII. INDEMNIFICATION

- A. The LSP agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorneys' fees, that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the LSP customers' use of the Operator Services.
- B. The LSP also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand, or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of the Operator Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the Operator Services.
- C. The LSP shall defend against all customer claims just as if the LSP had provided such service to its customer with the LSP's own Operators and shall assert its tariff limitation of liability for benefit of both SWBT and the LSP.

IX. TERM OF APPENDIX

- A. Unless sooner terminated, this Appendix will continue in force for a period of one year from the effective date of service in each exchange as shown in Exhibit I, LSP EXCHANGE OFFICES, and thereafter until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.
- B. If the agreed-upon term of the Appendix is two (2) years, and the LSP terminates it prior to the end of the two-year term, the LSP shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the two-year term. Estimated charges will be based on an average of the

actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination.

- C. If the agreed-upon term of the Appendix is three (3) years, and the LSP terminates it prior to the end of the three-year term, the LSP shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the three-year term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination.
- D. If the agreed-upon term of the Appendix is five (5) years, and the LSP terminates it prior to the end of the five-year term, the following will apply:
 - 1. If the LSP terminates this Appendix up to and including two (2) years from the effective date of service, as described in Subsection A. of this Section (Terms of Appendix), the basic rate for a two-year period will apply. With respect to actual service(s) provided by SWBT and paid for by the LSP under this Appendix, the LSP shall pay the difference between the basic rate for a two-year period and the discounted rate for the five-year period, along with a Termination Interest Charge as described in Subsection D.3 of this Section (Terms of Appendix). Estimated monthly charges at the basic rate for a two-year period will be applicable for the remainder, if any, of the two-year period and will be based on an average of the actual monthly billable calls billed by SWBT pursuant to this Appendix prior to its termination. Payment is due from the LSP within thirty (30) days of the issuance of a final bill by SWBT.
 - 2. If the LSP terminates this Appendix up to and including three (3) years from the effective date of service, as described in Subsection A. of this Section (Terms of Appendix), the basic rate for a three-year period will apply. With respect to actual service(s) provided by SWBT and paid for by the LSP under this Appendix, the LSP shall pay the difference between the basic rate for a three-year period and the discounted rate for the five-year period along with a Termination Interest Charge as described in Subsection D.3 of this Section (Terms of Appendix). Estimated monthly charges at the basic rate for a three-year period will be applicable for the remainder if any, of the three-year period and will be based on an average of the actual monthly billable calls billed by SWBT pursuant to this Appendix prior to its termination. Payment is due from the LSP within thirty (30) days of the issuance of a final bill by SWBT.
 - 3. The Termination Interest Charge will be applied to the amounts due, based on the difference between the basic rate for the applicable period

(two- or three-years) and the actual discounted rate for five-years, as described in Subsection D., 1. and D., 2 of this Section (Terms of Appendix). The interest rate shall be set at three (3) points above the current yield of the U.S. Benchmark 30-year Treasury Bond, as published in the Wall Street Journal on the day the contract is terminated.

4. If the LSP terminates this Appendix after three (3) years and prior to the agreed-upon term of one year from the effective date of service, as described in Subsection A. of this Section (Terms of Appendix), the LSP shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, including estimated monthly charges for the remainder of the five-year term of the Appendix. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Agreement prior to its termination.
- E. The rates applicable for determining the amount(s) under the terms outlined in this Section (Terms of Appendix) of this Appendix are those specified in Exhibit II, BASIS OF COMPENSATION - COMPLETED BILLABLE CALL.

APPENDIX OS
EXHIBIT I

SAMPLE APPENDIX OS

EXHIBIT I

LOCAL SERVICE AREA(S)

LSP LOCAL SERVICE AREA(s)

EFFECTIVE DATE

APPENDIX OS

EXHIBIT II-A

BASIS OF COMPENSATION (COMPLETED BILLABLE CALL METHOD)

Billing will be on Completed Billable Calls with the exception of Line Status Verification and Busy Line Interrupt services, which will be billed per occurrence. The following rates will apply for each service element; these rates have been adjusted to include applicable Operator Assistance Volume Discount and Multi-Service Discount plans.

A. <u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Completed Billable Call)		
		<u>1-Yr.</u>	<u>2-Yr.</u>	<u>3-Yr.</u>
1. Fully Automated Station	0+ Collect 0+ Third Number	\$0.22	\$0.21	\$0.20
2. Full Automated Calling Card	0+ Calling Card	\$0.19	\$0.18	\$0.17
3. Semi-Automated Station	0+ Sent Paid 0+ Collect 0+ Third Number	\$0.84	\$0.82	\$0.80
4. Semi-Automated Person	0+ Person Paid 0+ Person Collect 0+ Person Third Number 0+ Person Calling Card	\$1.84	\$1.81	\$1.77
5. Semi-Automated Calling Card	0+ Calling Card	\$0.45	\$0.445	\$0.44
6. Non-Automated Station	0- Sent Paid 0- Collect 0- Third Number 0- Calling Card	\$1.09	\$1.07	\$1.04

A. <u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Completed Billable Call)		
		<u>1-Yr.</u>	<u>2-Yr.</u>	<u>3-Yr.</u>
7. Non-Automated Person	0- Person Paid	\$1.94	\$1.90	\$1.86
	0- Person Collect			
	0- Person Third Number			
	0- Person Calling Card			
8. Line Status Verification	0- LSV	(Per occurrence)		
	0+ LSV	\$0.75	\$0.73	\$0.72
9. Busy Line Interrupt	0- BLI	\$0.84	\$0.82	\$0.80
	0+ BLI			
10. 0-Transfer	0-	\$0.24	\$0.23	\$0.22
11. Call Branding		No additional charge per call		

The specific branding phrase used to identify the LSP will be mutually agreed upon by both SWBT and the LSP.

B. VOLUME DISCOUNT MATRIX

<u>DESCRIPTION</u>	<u>RATE</u> (Per Completed Billable Call)		
	<u>1-Yr.</u>	<u>2-Yr.</u>	<u>3-Yr.</u>
0% to .10%	N/A	5%	7%
.11% to .29%	N/A	6%	8%
.30% or greater	N/A	7%	9%

C. MULTI-SERVICE DISCOUNT MATRIX

LSP selects 2 services	N/A	5%	6%
LSP selects 3 services	N/A	7%	8%
LSP selects 4 or more services	N/A	9%	10%

The specific branding phrase used to identify the LSP will be mutually agreed upon by both SWBT and the LSP.

APPENDIX CNAM

AUGUST 1996

Appendix CNAM

WHEREAS, the Parties are interested in purchasing each other's CNAM Service Query service (or equivalent service);

In consideration of the mutual promises contained herein, SWBT and LSP agree as follows.

1. Definitions

- A. A-links means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.**
- B. Calling Name Delivery (CNAM) service enables the terminating end-user to identify the calling party by a displayed name before the call is answered. The calling party's name, date and time of the call are retrieved from an SCP database and delivered to the end user's premise between the first and second ring for display on compatible customer premise equipment (CPE).**
- C. CNAM Service Query is SWBT's name for the service that allows LSP to query SWBT's Calling Name database for Calling Name information in order to deliver that information to LSP's local subscribers.**

_____ is LSP's name for the service that allows SWBT to query LSP's Calling Name database for Calling Name information in order to deliver that information to SWBT's local subscribers.
- D. Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.**
- E. Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.**
- F. Service Control Point (SCP) is a CCS network node where the Calling Name database resides.**
- G. Service Point (SP) means a CCS network interface element capable of initiating and/or terminating SS7 messages from an end office.**
- H. Service Switching Point (SSP) means the software capability within a switching point which provides the SP with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.**

- I. Signaling Transfer Point (STP) is the point where a Party interconnects with a CCS/SS7 network. In order to connect to SWBT's SS7 network, LSP or a third party initiating LSP's Calling Name Queries must connect with an SWBT STP in order to connect to SWBT's SCP.
- J. Common Channel Signaling (CCS) Network is an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. CNAM Queries and Response messages are transported across the CCS network.
- K. Signaling System 7 (SS7) is the signaling protocol used by the CCS network.
- L. CNAM Service Query Rate applies to each CNAM Query received at the SCP where a Party's Calling Name database resides.
- M. Query Transport Rate applies to each CNAM Query transported through a Party's interconnecting STP and between the STP and the Calling Name database. SWBT's STP locations shall be provided in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.
- N. Query means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol which represents a request to a Calling Name database for Calling Name information.
- O. Response means an SS7 message which when appropriately interpreted represents an answer to a Query.
- P. Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

2. Description of Service

- A. Each Party shall provide to the other Party access to Calling Name information whenever the other Party or the other Party's Query-originating end-users initiate a Query from an SSP for such information associated with a call terminating to a CNAM subscriber.
- B. All Queries to SWBT's Calling Name database shall use subsystem number (the designation of application) value of 0 with a translation type of 5. LSP acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Queries to its Calling Name database.

- C. Each Party warrants to the other that it shall send Queries conforming to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Both parties acknowledge that transmission in said protocol is necessary for each party to provision CNAM Service Query (or the equivalent thereof). Both Parties warrant that they shall send SS7 Messages which comply with ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Each Party reserves the right to modify its network pursuant to other specifications standards, which may include Bellcore specifications defining specific service applications, message types and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in advance and coordinated with the other Party.
- D. Each Party acknowledges and agrees that the CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of the other Party's CCS/SS7 network. Each Party further agrees that it, in its sole discretion, shall employ certain automatic and/or manual overload controls within its CCS/SS7 network to guard against these detrimental effects. That Party shall report to the other Party any instances where overload controls are invoked due to the other Party's CCS/SS7 network and the other Party agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- E. Prior to initiating service under this Agreement, each Party shall provide to the other Party an initial forecast of busy hour Query volumes. If, prior to the establishment of a mutually agreeable service effective date, in writing, a Party, at its discretion, determines that it lacks adequate storage or processing capability to provide CNAM Service Query to the other Party, the determining Party shall notify the other Party of its intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.
- F. Upon request, a Party shall update its busy hour forecast each year on October 1 for a period of three years.

3. Price and Payment

- A. SWBT shall charge LSP a CNAM Service Query Rate of \$.0115 and a Query Transport Rate as set forth in SWBT's Tariff No. 73 for each Query initiated into SWBT's Calling Name database. LSP shall charge SWBT pursuant its tariff for each Query initiated into LSP's Calling Name Database. Additional nonrecurring charges for point code activation and service order activity shall be applicable for all such activity after the initial service order and initial point code activation. The applicable nonrecurring charges shall be those included in each Party's interstate

Access Services Tariff, including any revisions to such tariffs thereto. The per Query rates charged the other Party hereunder may be increased upon sixty (60) days written notice to the other Party unless the other Party acts as an agent on behalf of other carriers in which case ninety (90) day written notice shall be given. Upon such notice, the Party receiving notice can terminate this Appendix without any termination liability as provided in Section 5(B) of this Appendix.

- B. Each Party shall be responsible for recording usage information for the other Party's CNAM Queries terminating to a Party's Calling Name database. Each Party shall use its SCPs as the source of usage data. Each Party shall aggregate usage by the point code of the Query-originating SSP.
- C. Based upon the data identified in Paragraph B above, each Party shall bill the other Party for its CNAM Queries on a monthly basis. The bill will be issued by the fifteenth day of each month, and the bill must be paid within thirty (30) days of the bill issue date. Late payment charges shall be applied in the amount reflected in SWBT's Tariff FCC No. 73.
- D. Depending on a Party's choice of method for transporting its Queries and responses, a Party may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event the prices, terms, conditions, and billing for such services will be specified in the applicable tariff(s), and this Appendix, in no way, shall be construed to circumvent the prices, terms, conditions, or billing as specified in the applicable tariff(s).
- E. If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party according to the terms of Subsection 3.C. above. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Subsection 3.C. above, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

4. Ownership of the Calling Name Information

- A. Telecommunications companies depositing information in a Party's Calling Name database may retain full and complete ownership and control over such Calling Name information in that Calling Name database. The querying Party obtains no ownership interest by virtue of this Appendix.

- B. Each Party agrees that it will not copy, store, maintain or create any table or database of any kind after initiating, and based upon a Response to, a CNAM Query to the other Party's Calling Name database, except as expressly provided in Section 8.
- C. If a Party acts on behalf of other carriers, that Party shall prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind from any Response provided by the other Party after a CNAM Query to a Calling Name database.

5. Term and Termination

- A. This Appendix shall become effective pursuant to Section XXVII (**Effective Date**) of the Agreement and shall continue through June 30, 1998. Thereafter, this Appendix shall remain in effect unless terminated by either party upon written notice given sixty (60) days in advance of the termination date.
- B. Should a Party terminate this Appendix within the first six (6) months of its effective date, each Party agrees to pay the other Party an early termination sum equal to two (2) times the average monthly volume of the terminating Party's CNAM Queries times the rates specified in Section 3(A) of this Appendix. The average monthly volume will be calculated using the previous two (2) months' volume divided by two (2) or, if less than two months, the monthly volume of the first month service was provided.
- C. If at any time during the term of this Appendix a tariff for CNAM Service Query (or the equivalent service thereof) becomes effective, the tariff and all terms and conditions, including all rates, will supersede this Appendix. Under these circumstances, no termination liability as provided in Section 5(B) of this Appendix will apply for either Party.
- D. If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix immediately upon written notice.
- E. Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SWBT or LSP to terminate the Appendix, SWBT and LSP shall have no liability to the other in connection with such termination.

6. Limitation of Liability

- A. A Party's sole and exclusive remedies against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with

this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for CNAM Service Queries.

- B. The remedies in Section 6(A) of this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- C. In no event shall a Party have any liability for system outage or inaccessibility, or for losses arising from the authorized use of the data by CNAM Service Query purchasers.
- D. Calling Name information provided to a Party hereunder shall be provided "as is." The providing Party makes no warranty, express or implied, regarding the accuracy or completeness of the Calling Name information regardless of whose Calling Name information is provided. And, the providing Party shall not be held liable for any actions or omissions arising out of or in connection with the other Party's use of the Calling Name information. Notwithstanding the foregoing, the providing Party warrants that the other Party will be accessing the same Calling Name database for Customer's CNAM Queries as the providing Party accesses for its own Queries.
- E. Each Party is furnishing access to its Calling Name database in order to facilitate the other Party's provision of Calling Name Delivery Service to its end users or to the end users of its Query-originating carrier customers, but not to insure against the risk of completion of a call to a CNDS subscriber without the display of the name of the caller. While each Party agrees to make every reasonable attempt to provide accurate and current Calling Name information, the Parties acknowledge that Calling Name information is the product of routine business service order activity. Each Party acknowledges that the other Party can furnish Calling Name information only as accurate and current as the information has been provided to that Party for inclusion in its CNAM database. Therefore, each Party, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Calling Name information name records provided to the other Party or to its Query-originating carrier customers, except such inaccuracies caused by the providing Party's willful or wanton misconduct or gross negligence.

The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma and space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations.

The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable. Therefore, in addition to the limitations of liability set forth in Section 6 of this Appendix, neither Party is liable for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Name Record contained in a Calling Name database and provided to the other Party or its Query-originating carrier customers, except for such content related claims, damages or actions resulting from the providing Party's willful or wanton misconduct or gross negligence.

- F. The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. The Parties acknowledge their responsibility to and warrant that they will abide by any indication they receive that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. The Parties agree not to attempt to obtain the caller's name information by originating a Query to the other Party's Calling Name database where the subscriber had attempted to block such information, nor will a Party block information a subscriber has attempted to unblock. Therefore, each Party in addition to the limitations of liability set forth in this Section, are not liable for any failure by the other Party or its Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name information, and each Party agrees to hold the other harmless from and defend and indemnify the other for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the querying Party or its Query-originating carrier customers' failure to block or unblock delivery of the Calling Name information when appropriate indication is provided, except for such privacy related claims, damages or actions caused by a providing Party's willful or wanton misconduct or gross negligence.
- G. IN NO EVENT SHALL A PROVIDING PARTY, ITS AFFILIATES, SUBSIDIARIES OR PARENT CORPORATION, (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) HAVE ANY LIABILITY WHATSOEVER TO OR THROUGH THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER, EVEN IF THAT OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Communication and Notices

- A. Ordering and billing inquiries for the services described herein from SWBT shall be directed to the designated Interexchange Carrier Service Center (ICSC). Ordering shall be done through the ICSC using the form attached hereto Appendix B.

8. **Confidentiality**

- A. **Identification.** SWBT and LSP recognize and acknowledge that, in connection with the services to be provided hereunder, it may disclose to the other party proprietary or confidential customer, technical or business information in written, graphic, oral or other tangible or intangible forms. In order for such information to be considered "**Proprietary Information**" under this Agreement, it must be marked "**Confidential**" or "**Proprietary**" or bear a marking of similar import. Orally disclosed information shall be considered Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the other party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- B. **Nondisclosure.** Subject to Sections 8C through 8F, the Party (the "**Receiving Party**") that receives Proprietary Information from the other Party (the "**Disclosing Party**") agrees:
- (1) That all Proprietary Information shall be and shall remain the exclusive property of the Disclosing Party.
 - (2) To limit access to such Proprietary Information to authorized employees and other individuals who have a need to know the Proprietary Information in order to perform its obligations under this Agreement.
 - (3) To keep such Proprietary Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Proprietary Information as it exercises in protecting its own Proprietary Information of a similar nature.
 - (4) For a period of three (3) years following any disclosure, not to copy or publish or disclose such Proprietary Information to others or authorize anyone else to copy or publish or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party.
 - (5) To use such Proprietary Information only for purposes of performing its obligations under this Agreement and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- C. **Required Disclosures.** The Receiving Party agrees to give notice to the Disclosing Party of any demand to disclose or provide Proprietary Information of the Disclosing

Party to another person, under lawful process, prior to disclosing or furnishing such Proprietary Information. Further, the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements. The Receiving Party may disclose or provide Proprietary Information of the Disclosing Party to meet the requirements of a court, regulatory body or government agency having jurisdiction over the Party; provided, however, that the Receiving Party shall notify the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to object to such disclosure. The Disclosing Party may not unreasonably withhold approval of protective arrangements provided by any such court, regulatory body or government agency. Nothing herein requires either Party to support the position of any person or entity as to whether any particular Proprietary Information is proprietary under applicable law or this Section 8.

- D. **Exceptions.** Notwithstanding anything to the contrary contained in this Agreement, the Proprietary Information described herein shall not be deemed confidential or proprietary and the Receiving Party shall have no obligation to prevent disclosure of such Proprietary Information if such Proprietary Information:
- (1) is already known to the Receiving Party;
 - (2) is or becomes publicly known, through publication, inspection of the product, or otherwise, and through no wrongful act of the Receiving Party;
 - (3) is received from a third party without similar restriction and without breach of this Section 8;
 - (4) is independently developed, produced or generated by the Receiving Party;
 - (5) is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or
 - (6) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.
- E. **Permitted Uses.** Customer shall be permitted to use Proprietary Information obtained through recording the volume of Customer Queries for the purposes of: (a) estimation of facilities usage for jurisdictional separations; (b) engineering and network planning of facilities; and (c) measurement for billing purposes.
- F. **Legal Requirements.** Notwithstanding anything to the contrary contained in this Agreement, a Party's ability to disclose Proprietary Information or use disclosed Proprietary Information is subject to all applicable statutes, decisions and regulatory rules concerning the disclosure and use of such Proprietary Information which, by their express terms, mandate a different handling of such information.

Attached and incorporated herein are:

Exhibit A	- Specifications and Standards
Exhibit B	- LIDB Access Service Order Form

Exhibit A
Specifications and Standards

<u>Description of Subject Area and Issuing Organization</u>	<u>Document Number</u>
A. Bellcore, SS7 Specifications	TR-NPL-000246
B. ANSI, SS7 Specifications	
- Message Transfer Part	T1.111
- Signaling Connection Control Part	T1.112
- Transaction Capabilities Application Part	T1.114
C. Bellcore, CLASS Calling Name Delivery Generic Requirements	TR-NWT-001188
D. Bellcore, CCS Network Interface Specifications	TR-TSV-000905

**APPENDIX RECORDING
JULY 1996**

Appendix RECORDING

RECORDING, MESSAGE PROCESSING AND PROVISION OF INTEREXCHANGE CARRIER TRANSPORTED MESSAGE DETAIL APPENDIX

This Appendix sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Exhibit I, **SERVICES AND ASSOCIATED CHARGES**, and those services specifically selected by LSP as described in Exhibit II, **SELECTED SERVICE OPTIONS AND METHOD OF PROVISION**, at the rates set forth in Exhibit III, **BASIS OF COMPENSATION**, and Exhibit IV, **PROVISION OF AUR SOURCE INFORMATION**. Exhibits I, II, III, and IV are attached hereto and made a part of this Appendix by reference.

I. DEFINITIONS

As used herein and for the purposes of this Appendix, the following terms shall have the meanings set forth below:

- A. **Access Usage Record (AUR)** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- B. **Assembly and Editing** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- C. **Billable Message** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- D. **Billing Company** - the company that bills end users for the charges incurred in originating and terminating IXC transported calls.
- E. **Centralized Message Distribution System (CMDS)** - the national network of private line facilities used to Exchange Message Records (EMR) formatted billing data between SWBT and the Billing Company.
- F. **Data Transmission** - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- G. **Interexchange Carrier (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- H. **Interexchange Carrier Transported** - telecommunications services provided by an Interexchange Carrier or traffic transported by facilities belonging to an Interexchange Carrier.

- I. **Originating Local Exchange Carrier Company** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- J. **Message Processing** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- K. **Provision of Message Detail** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to LSP for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- L. **Rating of Billable Messages** - the computing of applicable charges for each message based on the Interexchange Carrier's schedule of rates.
- M. **Record** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- N. **Recording** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- O. **Recording Company** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- P. **Service Switching Point (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- Q. **Switching Control Point (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- R. **800 SCP Carrier Access Usage Summary Record (SCP Record)** - A summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit III-A pertaining to the production and forwarding of AUR data.
- S. **Terminating Local Exchange Carrier Company** - the company whose local exchange

telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

II. RESPONSIBILITIES OF THE PARTIES

- A. SWBT will record all IXC transported messages for LSP carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.**
- B. SWBT will perform assembly and editing, message processing and provision of applicable billable message detail for IXC transported messages if the messages are recorded by SWBT. In those instances where LSP has not signed a rating takeback waiver with AT&T, SWBT will also rate billable message detail and forward to the appropriate billing company. If LSP has signed a rating takeback waiver, SWBT will perform assembly and editing and forward the billable message detail to AT&T for rating on behalf of LSP.**
- C. SWBT will provide access usage records if they are generated by SWBT or if source information has been purchased from the IXC on behalf of LSP.**
- D. Assembly and editing will be performed on all IXC transported messages recorded by SWBT, or on all source information purchased on behalf of LSP during the billing period established by SWBT and selected by LSP from Exhibit III-B.**
- E. Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SWBT and provided to LSP.**
- F. Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.**
- G. SWBT will provide message detail to LSP either on magnetic tapes or in data files, depending on the option contracted for by LSP in Exhibit III. Only ONE method may be selected by the LSP.**
 - 1. Magnetic Tapes**
 - a. SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.**
 - b. LSP will specify one of the following options for provision of tapes:**
 - 1) SWBT may send the tapes to LSP via first class U.S. Mail Service or an equivalent service of SWBT's choice, or**
 - 2) LSP may pick up the magnetic tapes at a location designated by SWBT.**
 - 3) If, at the request of LSP, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of LSP.**

2. Data Files

The message detail may be transmitted to LSP in data files via data lines using software and hardware acceptable to both parties.

- H. In Exhibit III LSP will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, holidays, etc.
- I. SWBT will determine the number of magnetic tapes or data files required to provide the recorded billable message detail and access usage record detail to LSP.
- J. Recorded billable message detail and/or access usage record detail previously provided LSP and lost or destroyed through no fault of SWBT will not be recovered and made available to LSP except on an individual case basis at a cost determined by SWBT.
- K. When SWBT receives rated billable messages from an Interexchange Carrier or another Local Exchange Carrier that are to be billed by LSP, SWBT will forward those messages to LSP.
- L. When SWBT has rated billable message detail originating from LSP's end users requiring billing by another Local Exchange Carrier, SWBT will forward such messages to the appropriate Billing Company.
- M. SWBT will record the applicable detail necessary to generate access usage records and forward them to LSP for its use in billing access to the Interexchange Carrier.

III. BASIS OF COMPENSATION

- A. Compensation for recording, assembly and editing, rating, message processing and provision of messages provided hereunder by SWBT for the LSP shall be based upon the rates and charges set forth in Exhibit III, BASIS OF COMPENSATION.
- B. When message detail is entered on a magnetic tape or data file for provision of message detail to LSP, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

IV. LIABILITY

- A. Except as otherwise provided herein, neither party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first party to comply with the obligations stated herein. Each party is obliged to use its best efforts to mitigate damages.
- B. When the Recording Company is notified that, due to error or omission, incomplete data has been provided to the LSP, the Recording Company will make reasonable

efforts to locate and/or recover the data and provide it to the LSP at no additional charge. Such requests to recover the data must be made within 30 days from the date the details initially were made available to the LSP. If written notification is not received within 30 days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the LSP.

- C. If, despite timely notification by the LSP, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, the Recording Company will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability to the LSP shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- D. The Recording Company will not be liable for any costs incurred by the LSP when the LSP is transmitting data files via data lines and a transmission failure results in the non-receipt of data by the Recording Company.
- E. The LSP agrees to defend, indemnify, and hold harmless the Recording Company from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the LSP, its customers or end users except for claims arising from SWBT's own gross negligence or willful misconduct. The LSP shall defend against all end users' claims covered by this agreement just as if the LSP had provided such service to its end users with its own employees.
- F. The LSP also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by Recording Company employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- G. The LSP also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

The attached pages of this Exhibit I show the service options that are offered under this Appendix and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rates and charges set forth in Exhibit III, BASIS OF COMPENSATION.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access Usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from LSP end office telephone network and forwards both billable message detail records and AUR records to LSP.
- Option #2:** SWBT performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from LSP end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to LSP.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from LSP end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to LSP.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** LSP Non-Equal Access End Office - The Interexchange Carriers do their own billable message recording. SWBT performs local and intraLATA operator services for LSP. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to LSP.
- Option #5:** LSP Equal Access End Office - The Interexchange Carriers do own billable message recording. SWBT performs local and intraLATA operator services for LSP. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to LSP.
- Option #6:** LSP Equal or Non-Equal Access End Office - Interexchange Carriers do own billable message recording. LSP chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to LSP.
- Option #7:** Interexchange Carrier does [its?] own billable message recording and forwards to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to LSP. This situation occurs when the LSP has not signed a rating takeback waiver with the Interexchange Carrier.